



BancNewEngland Leasing Group

28 State Street • Boston, Massachusetts • Telephone: (617) 573-9000

Mailing Address:
P.O. Box 2332
Boston, MA 02107

February 8, 1988

RECORDATION NO. 10510-G Filed 1425

8-041A031
No.
FEB 10 1988
Date

Fee \$ 51.00

ICC Washington, D.C.

FEB 10 1988 - 2 35 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th & Constitution Avenue N.W.
Washington DC 20423
Attention: Room 2303

RE: File No. 10510 - Lease of 25 Railroad Cars

Dear Sir:

I submit for filing and recording under 49 U.S.C. Section 11303 (a) and the regulations promulgated thereunder, one enclosed executed counterpart of a document, not previously recorded, and three (3) certified copies thereof, entitled Railcar Operating Lease Agreement dated as of October 23, 1987. The aforesaid document relates to the following documents recorded with the Interstate Commerce Commission on June 18, 1979 under Recordation No. 10510, and should be filed under the next available letter designation under Recordation No. 10510 which we believe will be 10510-G:

- Trust Indenture dated as of November 1, 1977, filed with the ICC on June 18, 1979 (10510);
- Supplemental Indenture dated as of March 15, 1979, filed with the ICC on June 18, 1979 (10510-A);
- Equipment Lease dated as of March 15, 1979, filed with the ICC on June 18, 1979 (10510-B);
- Document of Partial Release dated June 30, 1986, filed with the ICC at 9:15 A.M. on July 16, 1986 (10510-C);
- Bill of Sale and Assignment dated July 22, 1986, filed with the ICC at 2:30 P.M. on December 18, 1986 (10510-D).
- Railcar Lease Agreement dated as of October 1, 1986, filed with the ICC at 2:30 P.M. on December 18, 1986 (10510-E).
- Railcar Lease Agreement dated as of September 1, 1986 (10510-F).

100 OFFICE OF
THE SECRETARY
FEB 10 2 31 PM '88
MOTOR OPERATING UNIT

New England Merchants Leasing Corporation • BNE Financial Services, Inc.
CBT Leasing Corporation • BNE Capital Corporation

Regional Offices: Charlotte • Chicago • Cleveland • Dallas • Hartford • New York • Philadelphia • Pittsburgh • San Francisco • Stamford

Interstate Commerce Commission
Re: Railcar Operating Lease Agreement
January 14, 1988
Page 2

The parties to the said enclosed Railcar Operating Lease Agreement are:

NEMLC Leasing Associates No. 1
28 State Street, P.O. Box 2332
Boston, MA 02109

Lessor

Cedar Valley Railroad Company
233 Main Street
Osage, Iowa 50461

Lessee

The equipment covered in the said enclosed Railcar Lease Agreement is as follows:

<u>A.A.R.</u> <u>Mechanical</u> <u>Designation</u>	<u>Description</u>	<u>Reporting</u> <u>Marks and</u> <u>Car Nos.</u>	<u>Number</u> <u>of</u> <u>Cars</u>
LO	100 ton, roller bearing 4750 cubic foot, triple pocket, covered hopper, railroad cars built in 1979 by Pullman	CVAR 2151 CVAR 2182 2154 2184 2156 2185 2158 2187 2159 2190 2161 2223 2163 2224 2165 2225 2170 2230 2171 2231 2175 2233 2177 2239 2178	25

A short summary of the document to appear in the Index is as follows:

"Lease of 25 railroad cars".

Interstate Commerce Commission
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Enclosed is our check for \$50.00 in payment of the filing fee. One this filing has been made, please return to the undersigned the stamped counterpart of the document not required for filing purposes, together with the fee receipt, the letter form the ICC acknowledging the filing, and the extra copy of this letter of transmittal.

Very truly yours,



David A. Meehan
Senior Vice President
NEMLC Leasing Corporation,
General Partner of NEMLC
Leasing Associates No. 1

MAH/tp
enc.

RECORDATION NO. 10510-G FILED 1988

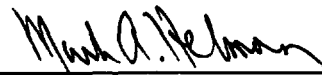
FEB 10 1988 -2 25 PM

INTERSTATE COMMERCE COMMISSION

CERTIFICATION

I hereby certify that I have compared the original document of that certain Railcar Operating Lease Agreement dated as of October 23, 1987 by and between NEMLC Leasing Associates No. 1 as Lessor and Cedar Valley Railroad Company as Lessee with the attached copy thereof, and hereby certify that the said attached copy is a true and correct copy in all respects.

In witness whereof, the undersigned has executed this certification as of the 8th day of February, 1988.



Notary Public
My Commission Expires
July 24, 1992

(Notarial Seal)

RAILCAR OPERATING LEASE AGREEMENT FEB 10 1988-2 35 PM

THIS AGREEMENT, made and entered into as of this 21st day of October, 1987, by and between NEMLC Leasing Associates #1, a Massachusetts corporation, hereinafter called "Lessor", and Cedar Valley Railroad Company an Iowa corporation, hereinafter called "Lessee".

1. Equipment and Lease Charges. Lessor agrees to lease to Lessee, and the Lessee agrees to lease from Lessor upon the terms and conditions herein set forth, the following described railcars more fully described in Exhibit A attached hereto (hereafter "Cars"), for the use of each of which the Lessee agrees to pay Lessor the following lease charges (hereafter "Lease Charges"):

<u>Number of Cars</u>	<u>Description</u>	<u>Lease Charges</u>
25	4750 cubic foot, 100 ton capacity, 4 pocket cov-hopper railcars built in 1979	Quarterly lease rate per Car is \$900.00

Lease Charges shall become effective, with regard to each of the Cars, upon the date of the delivery of each as hereinafter provided in Article 2, and shall continue in effect, with regard to each of the Cars, until returned to Lessor at the end of the term of this Agreement, as hereafter provided in Article 5. Payment of Lease Charges shall be made to the agent of Lessor at the address specified in Article 17 on the first day of each quarter in advance. Rent for any Car for any partial month ("Interim Rent") shall be pro-rated on a daily basis. The Interim and first quarters rent are due on the first day of the month following the month the last Car is delivered as provided in Article 2 below.

Upon the delivery of the Cars as set forth in Article 2, Lessee shall enjoy all car hire earnings (per diem and mileage) thereafter until the expiration or sooner termination of this Lease.

Lessee shall not be entitled to any abatement of rent, reduction thereof or set-off, counterclaim, recoupment or defense against rent of any other amount payable hereunder for any reason whatsoever, including, but not limited to, abatements, reductions, set-offs, counterclaims, recoupments or defenses due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any other person for any reason whatsoever, except to the extent of any abatement under Articles 4 and 6 below; nor shall this Agreement terminate or the obligations of Lessee be otherwise affected by reason of any defect in

in condition, except to the extent upon delivery of the Cars to Lessee and Car is not in interchange condition suitable for grain loading, then this Article 1 shall be modified by the provisions of Article 2, design, operation or fitness for use of any Car or damage to or loss of possession or loss of use, or destruction of all or any of such Cars from whatever cause and of whatever duration, except as otherwise provided in Articles 4 and 6 below, or the prohibition of or other restriction against Lessee's use of all or any such Cars, or the interference with such use by any person or entity or the invalidity or unenforceability or lack of due authorization of this Agreement or any insolvency of or the institution of bankruptcy, reorganization or similar proceeding against Lessee.

Lessor covenants that so long as Lessee is not in default hereunder, Lessee shall have and enjoy an unconditional right quietly to enjoy and use all Cars free from any disturbance or interruption of possession arising as a result of any action or inaction, failure of title, or conduct of or by Lessor, or of or by any assignee of its rights hereunder.

2. Delivery of Cars.

A. Lessor will deliver the Cars at Lessor's expense to the interchange point of CSX at Chicago, Illinois. Any freight charges beyond shall be for the account of the Lessee.

B. Acceptance of the Cars by Lessee shall be evidenced by a certificate of acceptance as per attached Exhibit B, issued by a duly authorized representative of the Lessee, the issuance of which shall constitute conclusive evidence of delivery and acceptance of the Cars herein identified.

C. In the event any Car delivered to Lessee is in less than good, satisfactory working condition, upon written notice of the same by Lessee to Lessor; then Lessor, at its option, shall either promptly cause said Car(s) to be restored or repaired, at Lessor's sole expense. During such period of time during which Lessee does not have use of such Car(s), rent for same shall cease until the date upon which the Car(s) is repaired to good satisfactory working condition or replaced.

3. Warranties and Representations.

A. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE CARS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE CARS PURSUANT TO THIS AGREEMENT TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN THE CARS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT

BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NON-DISCOVERABLE RESPECTING ANY CAR.

B. Lessee represents, warrants and covenants that:

(i) Lessee is a corporation duly organized, validly existing and in good standing under the laws of the state where it is incorporated and has the corporate power and authority and is duly qualified and authorized to do business wherever necessary to carry out its present business and operations and to perform its obligations under this Agreement.

(ii). The entering into and performance of this Agreement will not violate any judgment, order, law or regulation applicable to Lessee, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Cars pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound.

(iii) There is no action or proceeding pending or threatened against Lessee before any court or administrative agency or other governmental body which might materially adversely affect the ability of the Lessee to perform its obligations under this Agreement.

(iv) There is no fact which Lessee has not disclosed to Lessor in writing, nor is Lessee a party to any agreement or instrument or subject to any charter or other corporate restriction which, so far as the Lessee can now reasonably foresee, will individually or in the aggregate materially adversely affect the ability of the Lessee to perform its obligations under this Agreement.

(v) Lessee agrees that it will use its best efforts to assure that the Cars will at all times be used and operated under and in compliance with the laws of the jurisdiction in which the same may be located and in compliance with all lawful acts, rules and regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of such property, except that either Lessor or Lessee may in good faith and by appropriate proceedings contest the application of any such rule, regulation or order in any reasonable manner at the expense of the contesting party.

4. Responsibility for Damage or Destruction of Cars. In the event damage beyond repair or destruction of a Car occurs while on the property of the Lessee, the Lessee will pay to the Lessor the appropriate amount due in accordance with Rule 107 of the AAR Car service and Car Hire Agreement Code or Car Hire Rules-Freight. Lessor has the right, in its sole discretion, to replace any and all Cars destroyed or damaged beyond repair, and

such replacement Cars will be subject to this Agreement as if originally a part thereof.

Upon payment by Lessee to Lessor of the settlement value of any Car as hereinabove provided, so long as Lessee is not in default hereunder, such Car and/or devices shall become the property of the Lessee. In order to facilitate the sale or other disposition of any Car which becomes Lessee's property as hereinbefore provided, Lessor shall, upon request of Lessee, execute and deliver to Lessee or to Lessee's vendee, assignee or nominee, a bill of sale for such Car, warranting title free and clear of all liens, security interests, and other encumbrances (except such as may have arisen by, through or under Lessee during the term of this Agreement) and such other documents as may be required to release such Car from the terms and scope of this Agreement and from any other lien or encumbrance of Lessor's making, undertaking or sufferance, in such forms as may be reasonably required by the Lessee.

5. Return of Cars. The Lessee agrees, immediately upon the expiration or termination of this Agreement without demand by Lessor, to return each of the Cars to Lessor uncontaminated and in the same condition as received, less reasonable wear and tear, and free of liens arising by, through or under Lessee, at a point mutually agreed to, and to pay rent on each Car until such return. Lessee, at its expense, shall restore or repair as required hereunder any damage to the Cars for which Lessee is responsible under this Agreement. Rent for each Car shall cease as each Car is returned to a point mutually agreed upon by Lessee and Lessor.

Lessee at Lessor's expense shall restencil Cars to markings designated by Lessor. The cost of such markings shall not exceed fifty dollars (\$50.00) per car. After the removal and replacement of markings Lessee shall use its best efforts to load such Cars with freight and deliver them to a connecting carrier for shipment. Lessee shall provide up to ninety (90) days free storage on its railroad tracks for Lessor or the subsequent Lessee of a terminated Car.

6. Maintenance, Taxes and Insurance.

A. Except as otherwise provided herein, Lessee will pay all costs, expenses, fees and charges incurred in connection with the use and operation of each of the Cars during its lease term, including but not limited to repairs, maintenance, and servicing.

B. Lessee shall make or cause to be made such inspections of, and maintenance and repairs to, the Cars as may be required. Lessee shall make, or cause to be made, at its expense, all alterations, modifications or replacement of parts, as shall be necessary to maintain the Cars in good operating condition throughout

the term of the lease of such Cars in accordance with AAR rules and FRA Railroad Freight Car Safety Standards. Lessee shall not make any modifications, alterations or additions to the Cars without Lessor's prior written consent. If Lessee makes an alteration or addition to any Car without Lessor's prior written consent, Lessee shall be liable to Lessor for any revenues lost due to such alteration or addition. Title to any such alteration or addition shall be and remain with Lessor.

C. Lessee will at all times while this Agreement is in effect, be responsible for the Cars while on Lessee's railroad tracks in the same manner that Lessee is responsible under Rule 7 of the AAR Car Service and Car Hire Agreement Code of Car Service Rules-Freight for cars not owned by the Lessee on Lessee's railroad tracks. Lessee shall protect against the consequences of an event of loss involving the Cars while on Lessee's railroad tracks by obtaining insurance which conforms to sound actuarial principles. Lessee shall furnish Lessor with a certificate of insurance with respect to the insurance carried on the Cars signed by an independent insurance broker. All insurance shall be taken out in the name of Lessee and Lessor (or its assignee) as their interests may appear.

D. Lessee shall pay all taxes, assessments and other governmental charges of whatsoever kind or character paid by Lessor relating to each Car on the Lease, except any taxes, assessments or governmental charges which may remain unpaid as of the date of delivery of such Car to Lessee as well as taxes on income imposed on Lessor. Lessee will comply with all state and local laws requiring the filing of ad valorem tax returns on the Cars. Lessor shall review all applicable tax returns prior to filing.

E. Lessee shall procure and keep in effect public liability insurance (or renewal or replacement policies in amounts at least equal to its existing insurance) insuring both Lessor and Lessee against damages and claims for personal injury, death and property damage in an amount not less than five million dollars (\$5,000,000) per occurrence and shall continue to name Lessor as an additional insured only for claims that arise as a result of occurrences during the term of this Lease which gives rise to claims thereafter, for twelve (12) months after this Agreement is terminated. All such insurance shall be in form, amount and with companies satisfactory to Lessor. Each Policy of Insurance shall provide for thirty (30) days' prior written notice of cancellation or modification to Lessor. Lessee shall pay all premiums for such insurance and shall deliver to Lessor the policies of insurance or duplicates thereof, and such other evidence of coverage satisfactory to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make

claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

7. Freight and Other Charges. Lessor shall not be obligated for the payment of any switching, freight, or other charges incurred by the movement or the holding of the Cars, either loaded or empty, during the term of this Agreement, all of which will be paid by Lessee. Lessor shall have no right or claim to any per diem, demurrage car hire charges or mileage allowances arising out of the use of the Cars and all such charges, as applicable, shall belong and be payable to Lessee. All such charges paid to the Lessor shall be forwarded to the Lessee on a monthly basis along with supporting documents.

Lessee agrees to indemnify and save Lessor harmless from any claims, demands, fines, penalties or any other losses or liabilities whatsoever, including attorneys' fees, arising directly or indirectly out of the allocation of charges or allowances to Lessee as provided in this section, and shall defend Lessor at Lessee's expense, upon Lessor's request, against any private, administrative or governmental action arising out of the provisions of this section.

8. Railroad Markings and Record Keeping.

A. Lessor and Lessee agree that upon the delivery of the Cars to Lessee, said Cars will have been lettered with the running markings of Lessee and identifying number at the cost of fifty (\$50.00) dollars per Car, to be billed to Lessee by Lessor. Lessee will not change or permit to be changed the identifying number of any Car or any other markings of ownership on any Car unless and until (i) a statement of new number, numbers or markings to be substituted therefore shall have been filed with Lessor, and filed, recorded and deposited by Lessee in all public offices where this Lease Agreement shall have been filed, recorded and deposited and (ii) Lessee shall have furnished Lessor its representation in writing to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect Lessor's interest in such Cars and no filing, recording, deposit or giving of notice with or to any other federal, state, provincial or local government agency thereof is necessary to protect the interests of Lessor in such Cars, and an exact copy of the statement as filed displaying a filing officer's stamp thereon.

Except as provided above, Lessee will not allow the name of any person, association or corporation to be placed on any Car as a designation that might be interpreted as a claim of ownership; provided however, that the Cars may be lettered with the names or initials or other insignia customarily used by Lessee, its affiliates or any authorized sublessee.

B. Lessor shall cause each Car to be registered at its sole expense in the Official Equipment Register and in the Universal Machine Language Equipment Register (UMLER), and any change therein must be mutually agreed by the parties. Lessee shall maintain such records as shall be required from time to time by any applicable regulatory agency or any A.A.R. railroad interchange agreement or rule.

C. Lessor shall, at its own expense, cause this Lease Agreement and any assignment hereof to be filed and recorded with the Interstate Commerce Commission. Lessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record (and will refile, reregister, deposit and redeposit or rerecord whenever required) any and all further instruments required by law or reasonably requested by Lessor for the purpose of proper protection, to Lessor's satisfaction, of Lessor's rights in the Cars, or for the purpose of carrying out the intention of this Lease. Lessee will promptly furnish to Lessor evidence of all such filings, registering, depositing, recording, and an opinion or opinions of counsel with respect thereto satisfactory to Lessor. This Lease Agreement shall be filed with Interstate Commerce Commission prior to the delivery and acceptance hereunder of any Car.

D. All record keeping performed by Lessee hereunder and all records of payments, charges and correspondence related to the Cars shall be separately recorded and maintained by Lessee in a form suitable for reasonable inspection by Lessor from time to time during Lessee's regular business hours. Lessee shall supply Lessor with such information regarding the use of the Cars by Lessee on its property or elsewhere as Lessor may reasonably request.

E. Lessee shall, upon becoming aware thereof, immediately notify Lessor of accidents involving any Car which must be reported under AAR Rule 107 or any attempt to attach, seize or sell any Car, giving Lessor such details as Lessor shall reasonably request. In such event, Lessee shall defend Lessor's title upon any such attempt to attach, seize or sell any Car.

F. During the term of this Lease Agreement, Lessor, its officers, employees and agents, shall have reasonable access to the Cars to permit physical inspection thereof and to records pertaining thereto upon reasonable prior written notice to the Lessee. Such inspections shall be at the sole risk and expense of Lessor, subject to Lessee's duty of reasonable care in connection therewith, and Lessor shall exert its best efforts to prevent such inspections from interfering with the normal operation and movement of the Cars.

9. Responsibility for Lading. Lessor shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the Cars, however such loss or damage shall be caused, or shall result. The Lessee agrees to assume responsibility for, and to indemnify Lessor against, and to save it harmless from, any such loss or damage or claim there-fore.

10. Indemnification. Lessee agrees to indemnify and save Lessor harmless from any and all claims, demands, causes of action, cost, and expenses, including attorneys' fees, arising directly or indirectly out of the use, custody, control or operation of the Cars, whether in contract, tort, strict liability in tort or otherwise, except where attributable to the gross negligence or willfull misconduct of Lessor. In any personal injury action(s) arising from the operation of said Cars naming Lessor as a defendent, Lessee agrees, except for losses caused by the gross negligence or willfull misconduct of Lessor, if Lessor so requests, to undertake the defense and costs associated therewith immediately upon tender of said defense, including payment of any judgement directed against Lessor jointly or severally for which liability Lessee has indemnified Lessor. Lessee also agrees to pay and indemnify Lessor from any and all penalties, fines, and levies arising from the operation of said Cars under this Agreement, to the extent such penalties, fines or levies are not caused by acts or ommissions of Lessor. Lessee's obligation hereunder shall survive the termination of this Agreement so long as any penalties, fines and levies do not arise resulting from the acts of the Lessor.

11. Assignment. Lessee shall be entitled to the possession and use of the Cars in accordance with the terms of this Agreement. Except as herein provided, Lessee will not assign, transfer, encumber or otherwise dispose of this Agreement, the Cars or any part thereof, or sublet any Car without prior written consent of Lessor. Lessee will not permit or suffer any encumbrance, mortgage, pledge, charge, lien or other security interest or claim to be entered or levied upon or with respect to any Car, other than such as may arise by, through, or under Lessor or any assignee of Lessor's rights hereunder.

Lessee acknowledges and understands that Lessor may, without notice to Lessee, assign its interest under this Agreement and in and to the Cars. Lessee agrees, in the event of any such assignment to recognize such assignment and to cooperate fully with the Lessor's assignee. Anything in this Agreement to the contrary notwithstanding, Lessee shall have the right to assign any or all of its rights hereunder to any subsidiary of Lessee, provided, Lessee remains liable for all of the terms and conditions provided herein.

12. Default and Remedies.

A. The occurrence of any of the following events shall be an event of default:

(i) The nonpayment by Lessee of any sum required herein to be paid by Lessee within seven (7) days after the date any such payment is due.

(ii) The breach by Lessee of any other term, covenant or condition of this Agreement, which is not cured after written notice within ten (10) days, except section 6.E., as to which such ten (10) day grace period or written notice shall be inapplicable.

(iii) The insolvency by Lessee, or the filing by Lessee of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors.

(iv) The filing of any involuntary petition under any bankruptcy, reorganization, insolvency or moratorium law against Lessee that is not dismissed within thirty (30) days thereafter, or the appointment of any receiver or trustee to take possession of the properties of Lessee, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said filing or appointment.

(v) Any action by Lessee to discontinue rail service on or substantially all of its tracks or abandon all or substantially all of its rail properties pursuant to applicable provisions of the Interstate Commerce Act or the laws of any state, if such action might reasonably affect the payments earned by the Cars.

B. Upon the occurrence of any event of default, Lessor may, at its option, terminate this Agreement provided however, that:

(i) Lessor shall give Lessee ten (10) days written notice of its intention to so terminate and Lessee has failed to remedy such default within such ten (10) day period; such termination shall not release Lessee from any obligations incurred up to such date or from thereafter paying rentals upon the Cars until they are returned to Lessor.

(ii) For the purpose hereof, Lessor may proceed by any lawful means to recover damages for Lessee's breach (including transportation costs, appraisal costs, reasonable attorney's fees and court costs) and to enter upon the premises of Lessee or other premises where any of the Cars are located and

thenceforth hold, possess, sell, operate, lease to others and enjoy the same free from any right of Lessee, or its successors or assigns, to use the Cars for any purposes whatever and without any duty to account to Lessee for such action or inaction or for any proceeds arising therefrom.

(iii) Upon the occurrence of any event of default and so long as same shall be continuing, Lessor may, at its option, exercise one or more of the following additional remedies, as Lessor in its sole discretion shall lawfully elect:

Lessor may cause Lessee, upon written demand of Lessor and at Lessee's expense, to return promptly all or such of the Cars as Lessor may so demand to Lessor or at Lessor's direction in the manner and condition required as if such Cars were being returned upon termination of this Lease Agreement. Lessor may sell all or any of the Cars at public or private sale, with or without notice to Lessee or advertisement, as Lessor may determine, or otherwise dispose of, hold, use, operate, lease to others or keep idle all or any of the Cars as Lessor, in its sole discretion, determine, all free and clear of any rights of Lessee and without any duty to account to Lessee with respect of such action or inaction or for any proceeds with respect thereto.

Upon written demand of Lessor, Lessee shall pay, as liquidated damages for Lessor's loss of a bargain and not as a penalty, any unpaid rentals for the period up until the date of the event of default, together with interest on such amount from the date of the event of default until the date of actual payment at the rate of 12% per annum.

(iv) The remedies set forth above in favor of Lessor are not exclusive and are cumulative in nature, and shall be in addition to all other remedies available at law or in equity. The Lessee hereby waives any requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent permitted by law. The Lessee hereby waives any and all existing or future claims to any offset against rental payments due hereunder, and agrees to make such rental payments regardless of any offset or claim against Lessor, its agents or assigns.

13. Term of Agreement. This Agreement shall remain in full force and effect, with regard to each of the Cars, for a period of twenty-four (24) months from the date the last car is delivered to Lessee.

14. Use of Cars. The parties agree that the Lessee hereby covenants and warrants that under no circumstances shall the Cars or any of them be physically present, at any time, in Mexico or Canada.

15. Notice. Any notice to be given under this Agreement shall be given by certified mail in the following manner:

(a) Notices from Lessor to Lessee shall be sent to:

Cedar Valley Railroad Company
P.O. Box 266
Osage, Iowa 50461
Attn: Fred S. Tanner

(b) Notices from Lessee to Lessor shall be sent to:

NEMLC Leasing Associates No. 1
28 State Street S24LSG
Boston, Massachusetts 02109
Attn: Senior Vice President of Administration

(c) and also to Lessor's agent:

Helm Financial Corporation
One Embarcadero Center
San Francisco, California 94111
Attn: President

16. Inspection. Lessor shall at any time upon reasonable notice to Lessee have the right to enter the premises where the Cars may be located for the purpose of inspecting and examining the Cars to insure Lessee's compliance with its obligations hereunder. Lessee shall immediately notify Lessor of any accident connected with the Cars. Lessee shall also notify Lessor in writing within five (5) days after any attachment, tax lien or other judicial process which shall attach to any Car. Upon request of Lessor, Lessee shall furnish to Lessor promptly upon its becoming available a copy of its annual report as required, by Lessor from time to time.

17. Miscellaneous.

A. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in furtherance of any financing agreement entered into by Lessor in connection with the acquisition of the Cars in order to confirm the financing party's interest in and to the Cars, this Agreement and Schedules, hereto.

B. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts.

18. Execution. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall

constitute but one and the same contract. This agreement may be signed in separate counterparts as long as each party hereto shall have signed at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered that day and year first above written.

ATTEST: _____ Cedar Valley Railroad Company
233 Main Street
Osage, Iowa 50461

By: Fred S. Panner

Title: VICE PRESIDENT

Date: 8 DECEMBER 1987

NEMLC Leasing Associates No. 1
BY: NEMLC Leasing Corporation
(General Partner)
28 State Street
Boston, Massachusetts 02109

By: David A. Muehan

Title: Senior Vice President

Date: January 4, 1988

EXHIBIT A

Description	Number of Cars	Car Markings
4,750 cubic foot, 100 ton capacity, covered hopper railcars built in 1979 by Pullman.	25	CVAR 2151 CVAR 2182
		2154 2184
		2156 2185
		2158 2187
		2159 2190
		2161 2223
		2163 2224
		2165 2225
		2170 2230
		2171 2231
		2175 2233
		2177 2239
		2178

Cedar Valley Railroad Company
233 Main Street
Osage, Iowa 50461

Dunn
NEMLC Lease Associates No. 1
BY: NEMLC Leasing Corporation
28 State Street
Boston, Massachusetts 02109

By: *Fred S. Tanne*
Title: VICE PRESIDENT

By: *David A. Mulhan*
Title: Senior Vice President

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of Cedar Valley Railroad Company (the "Lessee"), does hereby certify that he has caused to be inspected and, on the date set out below, has accepted on behalf of the Lessee the following described units of equipment, which units are in good order, condition and repair (except for latent defects) and conform in all respects to the terms, provisions, requirements and standards of the certain Railcar Operating Lease Agreement dated as of October 23, 1987, between NEMLC Leasing Associates No. 1 and the Lessee.

<u>Number of Cars</u>	<u>Description</u>	<u>Road Numbers</u>	<u>Date Accepted</u>
	4,750 cubic foot, 100 ton capacity, four pocket covered hopper railcars built in 1979		

I further certify that there was plainly, distinctly, permanently and conspicuously marked in stencil on each side of each of such units at the time of its acceptance in letter not less than one inch in height, the following legend:

OWNERSHIP SUBJECT TO A LEASE AGREEMENT
FILED WITH THE INTERSTATE COMMERCE COMMISSION

Authorized Representative

STATE OF Iowa

:

COUNT OF Black Hawk

: SS.

On the 8th day of December, 1987, before me, a Notary Public in and for the State and County aforesaid, the undersigned, personally appeared Frederick A. Janner, a Vice President of Cedar Valley Railroad Company and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Frederick A. Janner by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lisa Sedemayr
Notary Public
My Commission Expires: 8-31-89

STATE OF)
COMMONWEALTH OF MASSACHUSETTS) SS.:
COUNTY OF SUFFOLK)

On the 5th day of January, 1988, before me, a Notary Public in and for the State and County aforesaid, the undersigned, personally appeared DAVID MEEHAN, a SENIOR VICE PRESIDENT of NEMLC LEASING CORPORATION, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of David A. Meehan by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mark A. Meehan

Notary Public

My Commission Expires: 7/24/92

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

Mark A. Helman, Esq.
BancNewEngland Leasing Group
28 State Street, 24th Floor
Boston, MA 02109

Dear

Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/10/88 at 2:35PM, and assigned recordation number(s). 10510-G & 10510-H

Sincerely yours,

Nanta L. McEue

Secretary

Enclosure(s)